

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Energy Saver Tips Publications

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Energy

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning April 1, 2009 and ending March 31, 2010, plus three (3) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on March 12, 2009.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street, NW, Room C-161, Stop PPSB, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX NO. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 60-mile radius of zero milestone Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information with the bid which will, on its face, demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS WHICH DIFFER SIGNIFICANTLY FROM THE PREVIOUS CONTRACT:**

**SCOPE:** Pamphlets are the only product covered under this contract. Production of brochures and any reference to them have been removed from this contract.

Additional lesser changes are scattered throughout.

## SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (Rev. 8-02)).

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/printforms/pdf/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

**Product Quality Levels:**

- (a) Printing (page related) Attributes -- Level II.
- (b) Finishing (item related) Attributes -- Level II.

**Inspection Levels (from ANSI/ASQC Z1.4):**

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

**Specified Standards:** The specified standards for the attributes requiring them shall be:

	<u>Attribute</u>	<u>Specified Standard</u>
P-7.	Type Quality and Uniformity	O.K. Press Sheets
P-8.	Halftone Match (Single and Double Impression)	O.K. Press Sheets
P-10.	Process Color Match	O.K. Press Sheets

**Special Instructions:** In the event that inspection of press sheets is waived by the Government, the following listed alternate standards (in order of precedence) shall become the Specified Standards:

- P-7. Approved composite laminated color proofs, Government furnished electronic media.
- P-8. Approved composite laminated color proofs, Government furnished electronic media.
- P-10. Approved composite laminated color proofs, Government furnished electronic media.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed four years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustment(s).

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the April 1, 2009 to March 31, 2010, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending December 31, 2008, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from April 1, 2009 through March 31, 2010, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued", for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the production of self-covered pamphlets requiring such operations as electronic prepress, printing in four-color process, binding, packing, and distribution.

**TITLE:** Energy Saver Tips Publications.

**FREQUENCY OF ORDERS:** Approximately 4 orders per year.

**QUANTITY:** Approximately 10,000 to 30,000 copies per order.

**NUMBER OF PAGES:** Approximately 36 to 48 pages (self-cover).

**TRIM SIZE:** 5-1/2 x 8-1/2"

**GOVERNMENT TO FURNISH:**

Electronic Media –

**Platform:** Macintosh Model using System 10, Windows Vista, Windows XP.

**Storage Media:** DAT tapes; Super Disk, CD or DVD.

**Software:** QuarkXPress 5.0, Adobe Illustrator CS3, Adobe Photoshop CS3.

All platform system and software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

**Fonts:** All printer and screen fonts will be furnished.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

**Additional Information:** Files will be furnished in native application format.  
GPO Form 952 (Desktop Publishing - Disk Information) will be furnished.

A supply of blue labels and selection certificates for shipping Departmental Random copies.

One reproduction proof, Form 905 (R. 6/03), with labeling and marking specifications.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried in the electronic files, must not print on finished product.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the product(s) in accordance with these specifications.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the ordering agency. Contact: Linda Floyd at (303) 275-3647.

The contractor is responsible for checking files contained on the furnished media to insure that any features such as bleeds, register marks, etc., and correct file output selection have been provided for, so as to correctly generate output for printing. The contractor must supply any necessary trapping. Output must be generated on high resolution image processors as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions.

All halftones are to be 150-line screen or finer.

Prior to making revisions, the contractor shall copy the furnished files and make changes to the copy.

Upon completion the contractor must furnish one set of final production files in native application format (digital deliverables) and a press quality, searchable Adobe Acrobat 6.x (PDF v 1/5) file, without hyperlinks, video or any other dynamic features (repurposed deliverable), with the furnished material. The digital deliverables must be an exact representation of the final printed product. Electronic media is to be furnished on CD-R written in and compliant with ISO 9660. CD-R is to be labeled with jacket number, req. number, title and form number, and must be furnished in suitable sleeve/case.

**PROOFS:** One set of digital color content proofs for entire publication (in book form). At contractor's option, a film-based composite blueline may be submitted provided direct to plate is used to produce the final product. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product.

One set of digital one-piece composite laminated color proofs for entire publication created on the actual production stock (Kodak Approval, Screen TrueRite, Dupont Thermal Waterproof, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 dpi. At contractor's option, a film-based composite laminated color proof on the actual production stock may be submitted provided direct to plate is used to produce the final product. The make and model number of the proofing system utilized shall be furnished with the proofs.

These proofs must have all elements in press configuration and must indicate margins. Proofs will be used for color match on press and must show dot structure. Inkjet, photographic, and overlay proofs are not acceptable. The proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 3/16 x 3/16" solid color patches; tint patches of 25, 50 and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to Print."

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

All stock used in each copy must be of a uniform shade.

White No. 2 Coated Text, Gloss-Finish, basis weight: 80 lbs. per 500 sheets, 25 x 38", equal to JCP Code A182.

**PRINTING:** Print head-to-head in four-color process.

Coat (after printing) parts of or the entire surface of covers and or text with gloss, dull, or satin varnish or aqueous coating to prevent scratching and smearing.

Must be printed on a press capable of printing four colors in a single pass through the press (minimum four printing units).

**PRESS SHEET INSPECTION:** Final makeready press sheets may be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run. Upon approval of the sheets, contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. When a press sheet inspection is required, it will be specified on the individual print order. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) issued August 2002. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars must show areas consisting of 3/16 x 3/16" minimum solid color patches; tint patches of 25, 50, and 75%; dot gain scale (such as, BRUNNER, GATF, GRETAG, or RIT); and gray balance patches for process color (if applicable). These areas must be repeated across the entire press sheet.

**MARGINS:** Margins will be as indicated on the print order or furnished copy. Pages may bleed all sides.

**BINDING:** Saddle wire stitch uniformly in two places at left on 8-1/2" dimension, trim flush 3 sides. Pamphlet must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

**PACKING:** Shrink-film wrap in units of 25 copies per bundle.

Pack bundles in shipping containers not to exceed 40 pounds.

**LABELING AND MARKING:** Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

**DEPARTMENTAL RANDOM COPIES (BLUE LABEL):** All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Pamphlets	
<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 - plus	200

These randomly selected copies must be packed separately and identified by a special Government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent to: Department of Energy, 1000 Independence Avenue, SW, Room GE-140, Washington, DC 20585.

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection must be included.

A copy of the Government-furnished certificate must accompany the voucher sent to GPO, Financial Management Service, for payment. Failure to furnish the certificate may result in delay in processing the voucher.

**QUALITY ASSURANCE RANDOM COPIES:** In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to

execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order number(s), must be furnished with billing as evidence of mailing.

DISTRIBUTION: Deliver f.o.b. destination to: Department of Energy, 1000 Independence Avenue, SW, Room GE-140, Washington, DC 20585.

Inside delivery required.

Upon completion of each order, all furnished material and electronic media must be returned to the address indicated above.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material and proofs must be picked up from and delivered to Department of Energy, 1000 Independence Avenue, SW, Room GE-140, Washington, DC 20585.

Furnished electronic media must be returned with proofs.

No definite schedule for pickup of material can be predetermined.

The following schedules begin the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

	<u>WD After</u>
Contractor to submit proofs .....	3
Contractor to pick up proofs .....	2
Contractor must make complete distribution after "OK to Print" .....	5

The contractor must notify the U.S. GPO of the date and time the press sheet inspection can be performed. In order for proper arrangements to be made, notification must be given at least 72 hours prior to the inspection. Notify the U.S. Government Printing Office, Quality Assurance Division, Washington, DC 20401 at (202) 512-0542. Telephone calls will only be accepted between the hours of 8:00 am and 2:00 pm, prevailing Eastern Time. NOTE: See contract clauses; paragraph 14(e) (1), Inspections and Tests of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)). When supplies are not ready at the time specified by the contractor for inspection, the Contracting Officer may charge to the contractor the additional cost of the inspection

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.



Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

### SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

Travel expenses and per diem to be incurred by the Government for press sheet inspections on all orders will be a factor in determining award. This will be based on sending two Government representatives from the Washington, DC, area for one calendar day per trip.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES".

	(1)	(2)
I.	144	2,520



#### SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 1,000 will be prorated at the per-1,000 rate.

Unless otherwise specified, no more than three blank pages shall be permitted at the end of the text.

A charge will be allowed for each page, whether printed or blank.

I. PRINTING, BINDING, PACKING, AND DISTRIBUTION: Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 1,000 Copies</u> (2)
(a) Printing in four-color process, including binding.....per page .....	\$_____	\$_____

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(Initials)

My production facilities are located within the assumed area of production ..... yes \_\_\_\_\_no \_\_\_\_\_

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material .....
  - a. Number of hours from acceptance of print order to pickup of Government Furnished Material.....
  - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant .....
2. Proposed carrier(s) for delivery of completed product .....
  - a. Number of hours from notification to carrier to pickup of completed product .....
  - b. Number of hours from pickup of completed product to delivery at destination .....

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4.-SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder .....

.....  
(City - State)

By .....  
(Signature and title of person authorized to sign this bid)

.....  
(Person to be contacted)

.....  
(Telephone Number)